

**SOUTHERN EXPERIENCE, LLC
AMENDMENT TO APPLICATION MARKETING AGREEMENT**

This Amendment to Application Marketing Agreement (the “**Amendment**”) is entered into by and between Southern Experience, LLC (“**SE**”) and Georgia Tech Athletic Association (“**Team**”) and amends that certain Application Marketing Agreement dated January 4, 2013 by and between SE and Team (the “**Agreement**”). SE and Team are each a “**Party**” and, collectively, the “**Parties**.” Defined terms used herein and not otherwise defined shall have the meanings given them in the Agreement. The Parties now desire to amend the Agreement to add new SE service offerings and related pricing provisions.

Now, therefore, the Parties agree to amend the Agreement as set forth below:

1. **Amendment of Section 2(a) of Application Marketing Agreement.** SE and Team hereby agree to expand the SE Services provided under the Agreement and to amend Section 2(a) of the Agreement by deleting it in its entirety and replacing it as follows:

(a) **Fees.** The parties agree that for every service described below (each, a “Service”) that is received by a Fan (defined on Schedule A hereto) through the Application, Team will owe SE the corresponding fee set forth next to the description of such Service (“Fee”) as outlined below:

SE SERVICE & DESCRIPTION	FEE
<i>Upgrades:</i> Those SE Services that allow a Fan to gain access to or utilize a service, seat, or an event experience before, during, or after such event, including event experiences and seats	For every Upgrade purchased by a Fan through the SE Application, Team will owe SE a fee equal to the greater of (i) 38% of the gross revenue collected by SE from the applicable Fan for the purchase of the Upgrade or (ii) the sum of \$2.50 per Upgrade
<i>Full Season Pass:</i> Multi-event subscription access	For every Full Season Pass purchased by a Fan through the SE Application, Team will owe SE a fee equal to the greater of (i) 10% of the gross revenue collected by SE or Team (as the case may be) for the Full Season Pass or (ii) the sum of \$2.50 per Full Season Pass
<i>Single Game Pass:</i> Single game electronic passes provided through the SE Application to Fans to access Team single game events	For every Single Game Pass purchased by a Fan through the SE Application, Team will owe SE a fee equal to the greater of (i) 10% of the gross revenue collected by SE or Team (as the case may be) for the Single Game Pass or (ii) the sum of \$2.50 per Single Game Pass
<i>Single Guest Pass:</i> Single game electronic passes provided through the SE Application to guests of Fans to access Team events	For every Single Guest Pass purchased by a Fan through the SE Application, Team will owe SE a fee equal to the greater of (i) 10% of the gross revenue collected by SE or Team (as the case may be) for the Single Guest Pass or (ii) the sum of \$2.50 per Single Guest Pass

2. **Amendment of Section 2(b) of Application Marketing Agreement.** SE and Team hereby agree to amend Section 2(b) of the Application Marketing Agreement by replacing the first five sentences of Section 2(b) and replacing them with the following:

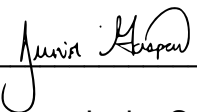
The parties acknowledge that, depending on the SE Service, SE or Team may be collecting payments from Fans. Unless otherwise provided in this Agreement, fee and payment reconciliation shall occur within thirty (30) days of the end of each month during the Term as follows: (a) for SE Services where SE collects payment from Fans, SE agrees to pay Team the amount due to Team within thirty (30) days of the end of each month during the Term; (b) for SE Services where Team collects payment from Fans, Team agrees to pay SE the amount due to SE within thirty (30) days of the end of each month during the Term; (c) for SE Services where Team owes a license, setup, development fee or other fee to SE that is unrelated to Fan transactions, during the Term, SE will invoice Team for the fees owed by Team to SE and Team agrees to pay SE within thirty (30) days of the date of the applicable invoice; and if amounts are owed by both parties in a given billing period, amounts may be netted by SE.

3. **Effect of Amendments.** Subject to the amendments set forth in Sections 1-2 above, the Agreement shall remain in full force and effect according to its terms.
4. **Entire Agreement.** This Amendment contains the full understanding of the Parties and supersedes all other understandings, agreements of conditions, written or oral, regarding the subject matter of the amendments.

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed to be an original for all purposes.

IN WITNESS WHEREOF, SE and Team have caused this Amendment to be executed by their respective, duly authorized officers or representatives, effective as of the date signed by SE below (**"Amendment Effective Date"**).

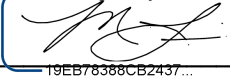
SE: Southern Experience, LLC

By: 
(print name): Junior Gaspard

Title: President & CEO

Effective Date: April 1, 2019

Team: Georgia Tech Athletic Association

By:  3/31/2019 | 5:21 PM EDT
(print name): Marvin Lewis

Title: Associate AD - Administration & Finance